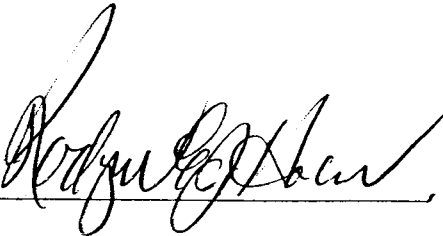


RESOLUTION NO. 06-312

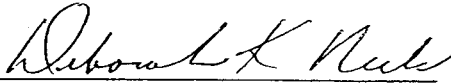
RESOLUTION APPROVING THREE YEAR COLLECTIVE BARGAINING  
AGREEMENT WITH LOCAL 609, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS

WHEREAS, a tentative agreement has been reached with Local 609, International Association of Firefighters for a 3-year collective bargaining agreement and said agreement should be approved, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA that the attached collective bargaining agreement with Local 609, International Association of Firefighters is hereby approved and the Mayor Pro-Tem and City Clerk are directed to sign said agreement on behalf of the City.

  
\_\_\_\_\_, MAYOR PRO-TEM

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

ADOPTED: July 11, 2006

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CLINTON, IOWA  
AND THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #609 AFL-CIO**

**2006-2007 FISCAL YEAR  
2007-2008 FISCAL YEAR  
2008-2009 FISCAL YEAR**

**I. PREAMBLE**

**THIS AGREEMENT** is entered into by and between **CITY OF CLINTON, IOWA**, hereinafter referred to as the **EMPLOYER** and **LOCAL #609, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**, hereinafter referred to as the **EMPLOYEE ORGANIZATION**.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Employee Organization to provide for equitable adjustment of differences which may arise, and to establish proper standards of wages, hours and other matters as set forth in Chapter 20.9 of the 2006 Code of Iowa.

**II. RECOGNITION**

The Employer recognizes the Employee Organization as the exclusive representative of the City Fire Department employees, including the Firefighters, Engineers, Fire Lieutenants, and Fire Captains and excluding the Fire Chief, Fire Marshall, Assistant Fire Chiefs and Training Officer.

**III. MANAGEMENT RIGHTS**

It is agreed that all powers, rights and authority possessed by the Employer relating to the management and operation of the Fire Department prior to the execution of this agreement are expressly retained by the Employer, unless specifically modified by the terms of this agreement. These management rights include, but are not limited to the following:

1. The right to determine, effectuate and implement the objectives and goals of the Employer;
2. The right to manage and supervise all operations and functions of the Employer;
3. The right to manage and direct work forces;
4. The right to change or eliminate existing facilities, methods or equipment used by the department;
5. The right to relieve, lay off or discharge employees for budgetary or other reasons;
6. The right to increase, reduce, change, modify or alter the composition and size of the work force;

7. The right to create, establish, change, modify or discontinue any Employer function, operation or department;
8. The right to establish, implement, modify and change financial policies, accounting procedures, public relations and procedures and policies for the health, safety and protection of the Employer property and personnel;
9. The right to determine the size and character of inventory and their disposal;
10. The right to determine the function of each department;
11. The right to establish, modify, change and discontinue work standards;
12. The right to hire, examine, classify, promote, train, transfer, assign and retain employees, suspend, demote, discharge or take other disciplinary action against employees, subject to applicable provisions of the laws of the State of Iowa;
13. The right to determine, establish, set and implement policies for the selection, training and promotion of employees;
14. The right to determine the methods and means needed to carry out the department's function;
15. The right to establish and enforce departmental rules and regulations. The Departmental Police Manual shall be subject to change at the discretion of the Fire Chief with the approval of the Fire Committee of the City Council. The Employee Organization Committee may meet with the Fire Chief to have input into any changes in the Departmental Policy Manual;
16. The right to exercise all powers and duties granted to the Public Employer by law.

#### **IV. PREVAILING RIGHTS**

All rights or privileges not covered by this agreement or the Departmental Policy Manual (which manual is not part of this agreement) shall remain in full force unchanged and unaffected in any manner during the term of this agreement. Any rights or privileges not covered by this agreement or said Policy Manual shall be communicated to the Fire Chief when discovered. They shall be subject to negotiations for the next agreement.

#### **V. DISCRIMINATION**

The Employer agrees not to discriminate against any employee for his activity in behalf of, or membership in the Employee Organization. The Employer and the Employee Organization agree that there shall be no discrimination against any employee or any other person because of race, creed, sex, age, national origin, religion, ancestry or disability. All references to employees in this agreement shall refer to both male and female employees and whenever the male gender is used, it shall be construed to include male and female employees.

## **VI. WAGES**

The Employer agrees to pay the salaries on the Exhibit A index system from July 1, 2006 through June 30, 2007. The Employer agrees to pay the salaries on the Exhibit B index system from July 1, 2007 through June 30, 2008. The Employer agrees to pay the salaries on the Exhibit C index system from July 1, 2008 through June 30, 2009.

During the term of this agreement, any employee who has completed all of the requirements necessary and who presents a copy of his/her diploma to the Fire Chief verifying a degree in fire science of at least sixty (60) semester hours of instruction at any accredited institution of higher learning shall receive an additional \$900 in annual salary payable semi-monthly beginning at the next pay period after presentation of his/her degree to the Fire Chief. Further, any employee who has completed all the requirements necessary and who presents a copy of his/her certificate in fire science to the Fire Chief verifying completion of the certificate process shall receive an additional \$300 in annual salary payable semi-monthly beginning at the next pay period after presentation of his/her documentation to the Fire Chief. An employee who receives the \$900 stipend for a fire science degree is not eligible for the \$300 certificate stipend.

An employee reaching an anniversary date, making him/her eligible for an additional seniority category shall be paid at said additional rate commencing with the first day of the next pay period.

## **VII. EMERGENCY MEDICAL TECHNICIAN PAY**

An employee with certification as an EMT/A, EMT/D, EMTI or EMT/P shall receive per month as additional pay the following amount opposite the highest certification they possess:

EMT/A	-	\$25 @ month
EMT/D and EMT/B	-	\$40 @ month
EMT/I	-	\$55 @ month
EMT/P	-	\$70 @ month
Paramedic Specialist	-	\$85 @ month
SCBA – Level III	-	\$40 @ month

If an employee fails to maintain certification, the employee shall lose this additional pay for that level beginning with the next pay period after failure to recertify. An employee with any of the above certifications shall receive \$3.00 for each ambulance call responded to by said employee. In the event the ambulance service is no longer operated by the Clinton Fire Department, the additional monthly pay for EMT/attendant shall be increased from \$25 per month to \$40 per month.

## **VIII. BASIC RATE OF PAY**

Basic rate of pay for overtime purposes equals annual salary divided by 2088 hours.

All protective clothing or protective equipment required of employees in the performance of their duties shall be furnished by the employer without cost to the employee. Such protective clothing and equipment shall include but not be limited to helmet with face shield, turnout coat, boots, turnout pants with suspenders, nomex hood, gloves, spanners, wood wedges and personal flashlights.

The employer shall also provide new employees with dress shirts (2), tee-shirts (2), trousers (2), nameplates (2), cap (1), dress cap and badge (1), insignia, badges, spring/summer jacket (1), in addition to all protective clothing or protective equipment.

In the event the employer requires employees to have additional clothing or equipment, the City shall provide same to the employees.

A Labor Management Committee consisting of 2 representatives named by the bargaining unit and 2 representatives named by the Fire Chief will be established to discuss the quartermaster system as a way to provide clothing and uniforms for the department. The committee will meet at least quarterly. The resolution of this matter will, however, be left to the collective bargaining process.

#### **XV. FOOD ALLOWANCE**

During each fiscal year of this agreement, each employee shall receive a food allowance of \$20.00 per month payable \$120.00 on or before October 15 of each year and \$120.00 on or before April 15 of each year. In the event of resignation, retirement, termination or new employee, the food allowance will be prorated to termination date or hiring date.

#### **XVI. PHYSICAL**

The Employer shall provide a bi-annual physical to all employees of the Clinton Fire Department. Said physical shall include a pulmonary function screening test, an EKG for employees 35 and over, a chest X-ray, and a blood test for cholesterol. The physical shall also include a PSA (Prostate) as part of the blood test for male employees and a routine or screening mammogram and a pelvic exam with pap smear for female employees. The Employer will provide a base line test for Hepatitis C to all new employees. The Employer will provide for a PSA Test and Mammogram for Bargaining Unit Members after the age of 40. The facilities used for said exam shall be selected by the Employer and the cost of the exam shall be paid by the Employer.

If, as a direct result of having taken the above mentioned tests, the examining physician makes certain recommendations which are necessary to improve the employee's health, said employee shall abide by all recommendations of the examining physician. Failure to abide by the physician's recommendations may result in the initiation of disciplinary action.

#### **XVII. STRESS COUNSELING**

The employer shall provide psychological or psychiatric counseling and assistance to employees, who, as a direct result of their employment, are in need of the same. Direct result of their employment shall mean arising out of work stress, involvement in an incident wherein their life was endangered or they were involved in an incident where there was a death, serious injury or threat of serious physical injury. The Employer's physician shall determine the need

for counseling. The Fire Chief shall select the counselor. The Fire Chief shall receive the counselor's report, which shall become part of the employee's personnel file. The Employer shall pay 100% of the cost of the counseling not covered by medical insurance. The employee shall file the appropriate claim for medical insurance payments.

If the counselor makes certain recommendations which are necessary to improve or maintain the employee's health, the employee shall abide by all recommendations of the counselor. Failure to abide by the counselor's recommendations may result in the initiation of disciplinary action.

Stress counseling required as a direct result of employment will not be charged to the employee's mental health/chemical dependency treatment limit of 30 inpatient days and 30 outpatient visits per benefit period.

### **XVIII. MEDICAL INSURANCE**

The Employer agrees to pay all of the employee's single and family coverage share of the Wellmark Alliance Select (PPO) medical plan. Attached as Exhibit D is a summary explanation of said plan. The Alliance Select plan shall have a twelve month deductible of \$250 for single coverage and \$500 for family coverage, with the maximum out-of-pocket expense for said period being \$500 per person and \$1000 per family. The employer will reimburse the employee for the \$250/500 deductible when incurred pursuant to guidelines agreed upon by the parties. The deductible payments shall be regarded as employee contributions for the purposes of computing the out-of-pocket maximums. The co-payment will have 90% paid by the plan and 10% by the employee up to the out-of-pocket maximum for expenses incurred with PPO (in-network) providees. The co-payment will be 80% paid by the plan and 20% by the employee up to the out-of-pocket maximum for expenses incurred with non-PPO (out-of-network) providees. Any change in carrier, coverage or manner of handling claims shall be equal to or better than, the Wellmark Alliance Select (PPO) medical plan.

Effective 1/1/07, the deductible reimbursement feature shall be eliminated.

Effective 1/1/07, there shall be a prescription drug card added to the health insurance plan, with the following co-payments:

\$5 – generic

\$20 – preferred brand/formulary brand

\$30 – non preferred brand/non formulary brand

The prescription co-payments shall not count towards deductibles and out-of-pocket maximums on the participant's health plan.

If no generic brand is available and a preferred brand is available and the participant pays the prescription co-payment for the preferred brand, then the participant will be reimbursed by submitting a written request to the City, by using the City provided form, and they shall receive a reimbursement of \$15, but if the participant chooses the non-preferred brand, the participant will receive no reimbursement.

If no generic brand is available and no preferred brand is available and the participant pays the prescription co-payment for the non-preferred brand, then the participant will be reimbursed by submitting a written request to the City, by using the City provided form, and they shall receive a reimbursement of \$25.

## **XIX. DENTAL COVERAGE**

The Employer agrees to pay all of the employee's single coverage share of the Delta Dental Group Plan as described below.

The Employer agrees to pay all of the employee's family coverage share of the Delta Dental Group Plan as described below.

The Blue Cross-Blue Shield Delta Dental Group Plan being provided has the following terms:

1.     Benefit A - 100% of usual, customary and reasonable fee  
        Benefit B - 80% of usual, customary and reasonable fee  
        Benefit C - 80% of usual, customary and reasonable fee
2.     Deductibles:  
  
        Single coverage         -         \$25 per year  
  
        Family coverage        -         \$25 per eligible family member per year with a  
  maximum of three (3) deductibles (\$75) per family  
  per year.  
  
        No deductible for Benefit A.
3.     Maximum coverage is \$500 per eligible member per year for covered benefits A, B and C.

Any change in carrier, coverage or manner of handling claims shall be equal to, or better than, the current Blue Cross-Blue Shield Delta Dental group plan.

## **XX. LIFE INSURANCE**

The Employer shall provide \$20,000 in Term Life Insurance and \$20,000 in Accidental Death and Dismemberment insurance for all employees covered by this agreement.

## **XXI. HOLIDAYS**

The following holidays are those which shall be recognized and observed:

<u>FY 06/07</u>	<u>FY 07/08</u>	<u>FY 08/09</u>
July 4, 2006	July 4, 2007	July 4, 2008
September 4, 2006	September 3, 2007	September 1, 2008
November 11, 2006	November 11, 2007	November 11, 2008
November 23, 2006	November 22, 2007	November 27, 2008
December 24, 2006	December 24, 2007	December 24, 2008
December 25, 2006	December 25, 2007	December 25, 2008
January 1, 2007	January 1, 2008	January 1, 2009
February 19, 2007	February 18, 2008	February 16, 2009
April 6, 2007	March 21, 2008	April 10, 2009
May 28, 2007	May 26, 2008	May 25, 2009

Employees working the shift from 0000 hours to 0700 hours shall receive 8 hours of holiday pay. Employees working the shift from 0700 hours to 2400 hours of a scheduled holiday shall receive 16 hours of holiday pay. The shift which does not work the day of the holiday shall receive 8 hours of holiday pay at the basic rate of pay.

## **XXII. VACATIONS**

Employees shall accrue annual vacation according to the following schedule and service requirements:

<u>Years of Continuous Service</u>	<u>Number of Weeks</u>
1	1
2 through 4	2
5 through 9	3
10 through 19	4
20 through 29	5
30 or more	6

Employees employed by the City as of June 30, 1987 will receive vacation based on the 1986-1987 collective bargaining agreement.

Any new employee employed between January 1 and April 30, inclusive, in a calendar year shall be entitled to one (1) duty day (24 hours) vacation after completion of his/her six months of service. This employee will be granted one (1) week vacation on his/her first year anniversary date. All subsequent vacations will be credited to the employee on January 1 of each calendar year.

Any employee employed after April 30 in a calendar year shall receive no vacation during that calendar year, but shall be credited with one (1) week vacation after nine (9) months of continuous service. All future vacations will be credited to the employee on January 1 of each calendar year.

All vacations are to be taken during the calendar year in which said vacation has been earned. No hold-over vacations will be allowed, except with the approval of the Fire Chief. A maximum of two (2) employees per shift shall be eligible to take vacation at the same time.

Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification.

## **XXIII. SICK LEAVE**

Sick leave is granted for members of the department unable to report for work on account of personal sickness.

- a. Sick leave with pay shall be granted at the rate of twelve (12) working days per year, one (1) day at the end of each month, which may be accumulated to a maximum of sixty (60) days;
- b. An employee shall start to earn sick leave from his/her last date of hire, and shall be eligible for sick leave after thirty (30) days continuous service with the employer;



- c. All absences from work chargeable against sick leave shall be reported to the employee's immediate supervisor as soon as possible and not later than 0630 hours prior to the start of work on the day of absence. Failure to do so may result in loss of sick leave pay;
- d. an employee using a sick day or sick days shall be compensated the same as if he/she had worked his/her regular tour of duty;
- e. For any illness exceeding one (1) work shift, a physician's certificate is required to return to work. In the event an abuse of sick leave is determined, the Fire Chief may require a physician's certificate for illnesses of one (1) day or less. Continual abuse of sick leave privileges will result in disciplinary action including termination;
- f. An employee who becomes ill while on duty and is unable to continue his/her tour of duty for the day, shall be charged sick leave on an hourly basis for all time absent from work due to illness;
- g. If an employee is injured while gainfully employed by a different employer, who is insured under the worker's compensation law, the employee shall be entitled to use sick leave pay in an amount calculated as the difference between his/her regular pay and the pay received under worker's compensation. This difference between worker's compensation and his/her regular pay shall be converted to hours and deducted from accumulated sick leave.

One day of vacation may be used by the employee on account of family illness. The employee shall notify the Fire Chief or his authorized representative as soon as he knows that said family sickness requires this use of vacation time.

#### **XXIV. LEAVE OF ABSENCE**

##### **A. APPLICATION FOR LEAVE**

A request for any of the following leaves of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason for the leave of absence and the length of time of such requested absence.

##### **B. MATERNITY LEAVE**

An employee anticipating a maternity leave, may be entitled to a leave of absence without pay if she has exhausted her sick leave. All employees requiring such leave shall notify the Fire Chief of the anticipated date of birth and may be assigned to duty as long as health permits.

The employee requesting maternity leave shall present a doctor's statement verifying when the employee's condition required her to leave work and shall present a doctor's statement following birth or miscarriage as to when the employee is able to return to work and unless the employee returns to work within seven (7) calendar days of such date, or any other date, by reason of extension granted by the employer, the employee will be considered to have voluntarily resigned or retired.

#### C. FAMILY DEATH LEAVE

In the event of a death of the employee's spouse or children, the employee shall be granted funeral leave of up to 5 consecutive calendar days. In the event of a death in the immediate family of an employee, the employee shall be granted funeral leave of up to 3 consecutive calendar days. The immediate family shall be defined as mother, father, brother, sister of the employee, and the mother, father of the employee's spouse. In the event of the death of the brother or sister of the employee's spouse or a grandparent of the employee or employee's spouse, the employee shall be granted funeral leave of one day for the day of the funeral. Any working days included in this period of time shall be with pay.

#### D. FUNERAL LEAVE

The Fire chief, or his designated representative, may grant an employee a funeral leave with pay for up to four (4) hours for the purpose of attending the funeral of an individual not in the employee's immediate family as defined in family death leave of this article.

#### E. VOTING LEAVE

Any employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off with pay to vote.

#### F. MILITARY LEAVE

All employees who are members of the National Guard, organized reserves or any component of the military, naval, air force or nurse corps of this State or Nation or who are or may be otherwise inducted into the military service of this State or of the United States, shall be, when ordered to active State or Federal Service, by proper authority, entitled to a leave of absence from their employment with the City of Clinton for the period of such active State or Federal Service, without loss of status and efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The employer may make a temporary appointment to fill any vacancy created by such leave of absence and may require documentation of such military service.

#### G. ABSENCE WITHOUT LEAVE

If an employee is voluntarily absent from duty without proper authorization for part or all of a work day or work shift, such absence shall be grounds for disciplinary action or discharge. Voluntary absence without leave for a period of two (2) work shifts shall be considered proper cause for automatic termination of employment.

### **XXV. HOURS**

The regular work week shall consist of 52.3 hours per week.

### **XXVI. SHIFT TRANSFER**

When personnel are required to change shifts involuntarily, the City shall provide seven (7) calendar days notice to each employee affected by such transfer. If the City fails to deliver

such notice within the seven (7) day period, each employee who did not receive notice shall be paid at the rate of one and one-half times his regular rate of pay for the first twenty-four (24) hours of his new shift. This provision does not apply during the months of January and February in order that the Fire Chief might make permanent shift changes.

#### **XXVII. SHIFT EXCHANGE**

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department and said change is approved by the Fire Chief or his authorized representative and such approval shall not be unreasonably refused.

#### **XXVIII. PAY PERIOD**

The salaries and wages of employees shall be paid semi-monthly on the 15<sup>th</sup> and last day of the month. In the event that day is a holiday or weekend, the preceding working day shall be the pay day. Employees whose work shift ends at 7:00 a.m. on the pay day shall receive their paychecks prior to the end of their shift. Paychecks will be available to all other employees at 9:00 a.m.

#### **XXIX. EMPLOYEE ORGANIZATION BUSINESS**

No leave with pay or time off with pay shall be granted to employees for the purpose of conducting any business for the Employee Organization or for attendance at conventions, conferences or seminars or any other Employee Organization business, including negotiations.

#### **XXX. PAYROLL DEDUCTION OF DUES**

The Employer agrees to deduct the Employee Organization's monthly dues from the pay of those employees who individually request in writing that such deductions be made. The deductions for dues shall be made once each month, and the amount to be deducted shall be certified to the Employer in writing by the Secretary-Treasurer of the Employee Organization. All certified deductions shall be the same flat dollar amount for all employees. The aggregate deductions for all Employee Organization members shall be remitted once each month to the Secretary-Treasurer of the Employee Organization. Any Employee Organization member may terminate his/her dues check-off at any time by giving fourteen (14) days written notice to the Employer.

#### **XXXI. STATION AND VEHICLE MAINTENANCE**

Firefighters should continue to do normal station maintenance as established by past practice. Normal maintenance would include, but not be limited to, such items as sweeping, washing and waxing the floors, cleaning the walls and windows, etc. Major projects such as those normally requiring the work of skilled tradesmen should not be performed by the firefighters. That work would include major carpentry projects, major plumbing work, major electrical work, etc. The past practice on vehicle upkeep shall continue.

## **XXXII. PERSONNEL REDUCTION**

In case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the department shall be given the utmost consideration. No new employee shall be hired until the laid off employee has been given the opportunity to return to work.

## **XXXIII. WORK STOPPAGES**

1. The Employee Organization agrees that neither it nor any of its officers, agents, or members will instigate, condone, authorize, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott, or any other action which will interrupt or interfere with the operations of Employer;
2. The Employer agrees that it will not engage in any lockout of its employees as the result of a labor dispute with the Employee Organization;
3. In the event an employee or employees covered by this agreement cause, instigate or participate in any unlawful work stoppage, strike, slowdown, picketing boycott, or any other action which will interrupt or interfere with the operation of the Employer, the Employee Organization agrees that it shall take immediate, affirmative steps with the employee or employees involved to bring about an immediate resumption of normal operations of the Employer;
4. In the event an employee or employees covered by this agreement cause, instigate, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott or any other action which will interrupt or interfere with the operations of the Employer, the Employer may discharge said employee or employees or otherwise discipline any employee or employees subject to grievance procedures as set forth in this agreement or by use of any other statutory procedures.

## **XXXIV. GRIEVANCE PROCEDURES**

A grievance shall be defined as a dispute or disagreement raised by an employee or the employee organization against the Employer involving the interpretation or application of the specific provisions of this agreement. It is specifically understood that any matters governed by Civil Service Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. Nor shall any disciplinary actions which may be appealed to the Civil Service Board be considered grievances and subject to the grievance procedure herein. Grievances, as herein defined, shall be processed in the following manner.

### **Step I.**

The employee or the employee organization shall orally submit said grievance to an Assistant Chief or the Fire Chief for adjustment.

### **Step II.**

If said grievance is not adjusted to the satisfaction of the employee or the employee organization, the employee or the employee organization shall submit it to the Employee Organization Grievance committee in writing on a grievance form signed by the

employee within fourteen (14) calendar days after the asserted violation of the Agreement giving rise to the grievance.

Step III.

If within seven (7) calendar days, the written grievance has not been settled, it then shall be submitted to the Fire Chief.

Step IV.

If within seven (7) calendar days after the response of the Fire chief, the grievance has not been settled, the written grievance shall be submitted to the City Administrator.

Step V.

If within seven (7) calendar days, the grievance has not been settled, it shall be submitted to an arbitrator for binding arbitration. The arbitrator shall be appointed in the following manner:

A list of seven arbitrators shall be requested by the parties from the Federal Mediation and Conciliation Service Office in Cedar Rapids, Iowa. The Employer and the Employee Organization shall determine by lot which shall remove the first name from the list submitted. The party having the right to remove the first name shall do so within two days and the other party shall have one additional day to remove one of the two remaining names. The person whose name remains shall become the arbitrator and shall call a meeting within ten (10) days at a location designated by him. The fee and expenses of the arbitrator shall be shared equally.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Employee Organization may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Employee Organization representatives involved in each step.

**XXXV. PROBATIONARY PERIOD**

All entrance appointments shall be conditional upon a probationary period of twelve (12) months, during which time the appointee may be removed or discharged from his/her position by the appointing person or body without the right of appeal to the Civil Service Commission or the grievance procedure.

**XXXVI. INTERNET ACCESS**

Internet access, when available at the 3 fire stations, will be made available with the prior approval of the officer-in-charge at Central Fire Station under the authority of the Battalion Chief and in compliance with the City of Clinton internet access and e-mail policy.

### **XXXVII. SAVINGS CLAUSE**

Should any article, section or portion thereof of this agreement be restrained or held unlawful and unenforceable, by any tribunal or competent jurisdiction, such adjudication shall apply only to that adjudged null and void in the decision and the remainder of this agreement shall remain in full force and effect.

### **XXXVIII. EVALUATION PROCEDURES**

- A. Evaluations shall be conducted in a fair manner.
- B. Each employee shall be evaluated each year and receive a copy of the complete evaluation, including all comments made by all evaluators.
- C. Any employee who disagrees with the evaluation may submit written objections, which shall be attached to the evaluation report. Whenever said evaluation report is utilized, the employee's objections shall accompany said report.
- D. The employee will see a compiled list of evaluations in the Chief's office. The employee shall have the option of a face to face evaluation with any or all the department officers. The employee shall have the right to face and discuss any or all of the individual evaluations done on the employee by the department officers. The employee will have to make an appointment with the officer(s), causing no overtime and, at the officer(s) convenience. The Chief will identify to the employee any or all the officer(s) that the employee may wish to see.
- E. An employee shall have the right to challenge an unfair, unjust or inaccurate evaluation through the grievance procedure as unfair, unjust, or inaccurate.
- F. All other evaluation procedures, including the form/questions and other procedures are deemed to be fair/accurate, and appropriate.
- G. The above procedure is a result of a joint labor-management team reaching agreement on the procedures.

### **XXXIX. APPENDICES AND AMENDMENTS**

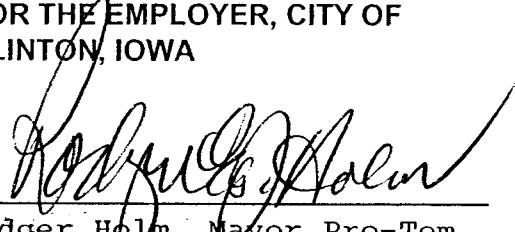
All appendices and amendments to this agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

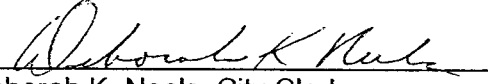
### **XXXX. DURATION OF AGREEMENT**

This agreement shall be effective as of the 1st day of July, 2006 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2009.

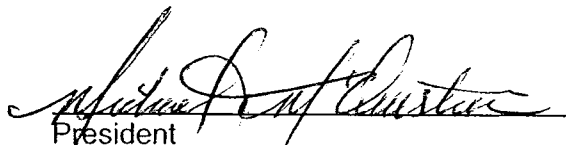
This agreement shall be binding upon the parties, their successors and assigns and shall be approved by the appropriate governing bodies that have the authority to bind the respective parties to this agreement and the undersigned hereby represent that they have the authority to sign this agreement and it has been approved by the governing bodies of the parties.

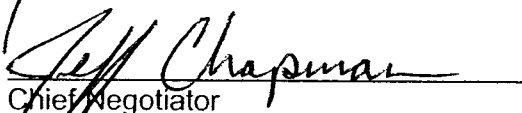
**FOR THE EMPLOYER, CITY OF  
CLINTON, IOWA**

  
Rodger Holm, Mayor Pro-Tem

  
Deborah K. Neels, City Clerk

**INTERNATIONAL ASSN OF FIRE-  
FIGHTERS, LOCAL #609, AFL-CIO**

  
President

  
Chief Negotiator

  
Negotiator

EXHIBIT A  
City of Clinton  
Fire Department  
Wages  
7/1/06 - 6/30/07  
4% between longevity steps  
4% between ranks  
  
4% general wage increase

	0	1	2	4	6	8	10	15	20	25
3rd Class	29506									
2nd Class	30692									
Fire Fighter		35666	37093	38577	40120	41725	43394	45130	46935	48812
Engineer		37093	38577	40120	41725	43394	45130	46935	48812	50764
Lieutenant		38577	40120	41725	43394	45130	46935	48812	50764	52795
Captain		40120	41725	43394	45130	46935	48812	50764	52795	54907



EXHIBIT B  
City of Clinton  
Fire Department  
Wages  
7/1/07 - 6/30/08  
4% between longevity steps  
4% between ranks

3.25% general wage increase

	0	1	2	4	6	8	10	15	20	25
3rd Class	30465									
2nd Class	31689									
Fire Fighter		36825	38298	39830	41423	43080	44803	46595	48459	50397
Engineer		38298	39830	41423	43080	44803	46595	48459	50397	52413
Lieutenant		39830	41423	43080	44803	46595	48459	50397	52413	54510
Captain		41423	43080	44803	46595	48459	50397	52413	54510	56690

EXHIBIT C  
City of Clinton  
Fire Department  
Wages  
7/1/08 - 6/30/09  
4% between longevity steps  
4% between ranks

3.25% general wage increase

	0	1	2	4	6	8	10	15	20	25
3rd Class	31455									
2nd Class	32719									
Fire Fighter		38022	39543	41125	42770	44481	46260	48110	50034	52035
Engineer		39543	41125	42770	44481	46260	48110	50034	52035	54116
Lieutenant		41125	42770	44481	46260	48110	50034	52035	54116	56281
Captain		42770	44481	46260	48110	50034	52035	54116	56281	58532

Note: This is a summary of benefits under this plan, not a statement of contract. The actual terms and conditions of coverage will be specified in the Group Insurance Policy issued by Wellmark or the Administrative Services Agreement between Wellmark and the entity below, as well as the Benefits Certificate and any amendments thereto.

**Benefit Summary - CLINTON CITY OF**

Group Number/BU: 71027-0000 Group Product Summary ID: 238-38 Coverage Code:  
 Alpha Prefix: XQQ Benefit Dates: 07/01/2002 - 06/30/2003 Summary Status: Rating Completed  
 Account Manager: Hannah, Mary Jane  
 Alt 2002 Renewal

**Group Information**

Group Street Address 1: 611 SOUTH THIRD STREET  
 Group Street Address 2: PO BOX 2958  
 City/State/ZIP: CLINTON, IA 52732  
 Product/Version: Alliance Select (200201)

Account Signature \_\_\_\_\_

Date \_\_\_\_\_

**General**

Regular renewal

Self-funded arrangement

Union group

Union negotiation date 01/01/2002

Benefit period is calendar year

BlueCard PPO - In states with no PPO, participating providers are NOT treated as PPO

**Eligibility**

An eligible dependent child is not married and is either under 19 years of age, or a full-time student, or disabled before age 19 or disabled while a full-time student

Dependent coverage terminates at the end of the month

Two-way rate (single/family)

Unmarried domestic partners are NOT covered

Certificate coverage ends: Hire dates prior to 07/01/2000: coverage terms the first day of the month following the term date.

Hire dates on or after 07/01/2000: coverage terms the last day of employment.

Upon termination, certification of creditable coverage is provided by Wellmark

Subrogation applies

Standard administration of coordination of benefits (COB)

Maternity benefits apply to employee/spouse/dependent

Coverage includes Medicare carveout

#### Waiting Periods

Late enrollees may enroll at any time, subject to 18-month preexisting condition waiting period with 6-month look-back. No preexisting waiting period for new hires/special enrollees

Late enrollee is defined as a member who declines coverage when initially eligible to enroll or at the next regular enrollment

#### Deductibles

Coverage has benefit period deductibles

Single deductible for PPO and non-PPO providers is: \$ 250

Family deductible for PPO and non-PPO providers is: \$ 500

Member has benefits after single deductible met; entire family has benefits after family/two-person deductible met

Deductible from the 4th quarter will carry over to the following year's benefit period deductible

Common accident deductible applies

Deductible credit for Wellmark to Wellmark transfers

Well-child care is NOT subject to the deductible

PPO office and independent labs are NOT subject to the deductible

Most xray/lab services from PPO facilities are NOT subject to the deductible

Facility and practitioner services for newborn's initial hospitalization are NOT subject to the deductible

One postpartum home visit if released within 48 hours after a vaginal delivery/96 hours after a cesarean delivery is NOT subject to the deductible

#### Copay

Copays do NOT apply

#### Coinsurance

Coinsurance for PPO providers is the following percentage: 10

Coinsurance for non-PPO providers is the following percentage: 20

One postpartum home visit if released within 48 hours after vaginal delivery/96 hours after cesarean delivery is NOT subject to coinsurance

#### Out of Pocket Maximum

Single out-of-pocket maximum for PPO and non-PPO providers is: \$ 500

Family out-of-pocket maximum for PPO and non-PPO providers is: \$ 1000

Deductible amounts apply to the out-of-pocket maximum

Coinsurance for all services apply to the out-of-pocket maximum excluding infertility benefits

Deductible from the 4th quarter will NOT carry over to the out-of-pocket maximum for the following year

Coinsurance from the 4th quarter will NOT carry over to the out-of-pocket maximum for the following year

Out-of-pocket maximum credit for Wellmark to Wellmark transfers applies

#### Lifetime Maximum

Lifetime maximum is \$1 million

Lifetime maximum for hospice respite is limited to 15 days inpatient/15 days outpatient

#### Facility Services

The cost of blood is NOT covered

Nonparticipating facility claims are based on maximum allowable fee

#### Practitioner Services

Advanced nurse practitioners are covered

Physician assistants are covered

Dental treatment for accidental injury is covered if initiated within 72 hours and completed within 30 days

Surgical removal of impacted teeth is covered as an inpatient or outpatient, but only with a concurrent medical condition

Treatment of temporomandibular joint disorder is covered, except for physical therapy, manipulations, dental restorations, and orthodontic treatment

Chiropractic services are covered as medically necessary

#### Routine/Immunizations/Mammography

Immunizations are NOT covered

Mammography benefits are covered according to mandate

Routine physical exams are NOT covered

Routine Pap smears are covered

Routine vision exams are NOT covered

Well-child and newborn care is covered according to mandate

Hearing aids are NOT covered

Routine hearing exams are NOT covered

#### Prescription Drugs/Contraceptives

Retail drugs are covered under health - benefits include mandated contraceptives, insulin and all insulin supplies, prior authorization/quantity limitations, and mail order benefits. Smoking cessation is NOT covered

#### Other Services

Additional accidental injury benefits (supplement accident) are NOT covered

Better Beginnings is NOT covered

Diabetic education programs are covered according to mandate

Hospice services are covered

Infertility benefits are NOT covered

Major organ transplants are covered. Prior approval required. Please call 1-800-552-3993, extension #5659 between 8:00 a.m. - 4:30 p.m. (CST.) Monday - Friday

Transplants are NOT limited to Blue Quality Centers for Transplant

#### MHCD

Mental health/chemical dependency treatment is limited to 30 inpatient days and 30 outpatient visits per benefit period

Mental health/chemical dependency treatment does NOT require precertification (other than standard inpatient precertification)

#### Notification Requirements

All services are subject to reduction for failure to precertify

Reduction for failure to precertify is 50 percent

Notification time limit for medical emergency is 24 hours